



May 4, 2001

**VIA OVERNIGHT DELIVERY**

Ms. Magalie Roman Salas  
Secretary  
Federal Communications Commission  
Room TW-B-204  
445 12<sup>th</sup> Street, S.W.  
Washington, D.C. 20554

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RE: CC Docket 01-88  
Application by SBC Communications Inc., Southwestern Bell Telephone Company, and Southwestern Bell Communications Services, Inc. d/b/a Southwestern Bell Long Distance for Provision of In-Region InterLATA Services in Missouri

Dear Ms. Salas:

SCC Communications Corp. ("SCC") herein files with the Federal Communications Commission ("Commission") one original copy in paper form of the signed Affidavit of Cynthia Clugy, which was electronically filed with the Commission today.

Should you have any questions concerning this filing, please do not hesitate to contact me at 303 581-6076.

Sincerely,

*Rebecca E. Boswell*

Rebecca E. Boswell  
Regulatory Counsel

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million subscribers in South East Texas. I also served as the primary contact for the 9-1-1 administrative entities for all matters regarding their 9-1-1 systems.

3. The purpose of this affidavit is to discuss the disparity between how SBC Communications Inc., Southwestern Bell Telephone Company, and Southwestern Bell Communications Services Inc. d/b/a Southwestern Bell Long Distance (collectively "SBC") treats itself with respect to Enhanced 9-1-1 ("E9-1-1") services and how SBC treats competitive providers.

4. In particular, I will address: (i) restrictions imposed by SBC that prevent competitors from providing continuous feed updates to their subscriber records in the same manner as SBC; (ii) the disparity between how SBC notifies itself of records that are not Master Street Address Guide ("MSAG") valid versus how SBC notifies competitors; (iii) limitations imposed on competitors by SBC that prevent competitors from accessing directly SBC's source systems, even though SBC's 9-1-1 Group enjoys such direct access; (iv) limitations imposed by SBC that restrict competitors' ability to access their local exchange records and compare them against the data in the 9-1-1 database; and (v) SBC's M2A interconnection agreement and resource documents that perpetuate SBC's monopoly control over the provision of 9-1-1 and emergency call services.

5. SBC does not allow competitors to access SBC's 9-1-1 databases on a nondiscriminatory basis. SBC may update its subscriber records continuously; yet, SBC restricts the frequency by which competitors may update their subscriber records. In order to update their subscriber records, competitors must deliver records to an electronic gateway. SBC sweeps the gateway periodically for files, but the frequency of such

sweeps is dictated unilaterally by SBC.<sup>1</sup> In contrast, SBC may process its own subscriber records on an ongoing basis in either real-time or batch mode through SBC's OSS Customer Record Information System ("CRIS"). As a result, SBC's subscriber records are accessed and processed on an ongoing basis, allowing them to be more current and accurate than competitors' subscriber records. SBC should make continuous 9-1-1 database record management available to competitors.

6. SBC's 9-1-1 Data Integrity Unit ("DIU") enjoys the ability to access immediately error files containing subscriber records that do not validate against the MSAG. Thus, SBC can correct its non-MSAG valid subscriber records and resubmit them without delay. In contrast, SBC provides competitors non-MSAG valid subscriber records only periodically, and competitive providers must check their electronic mailboxes on a regular basis for files. Only then may a competitive provider make the necessary corrections and resubmit the records to SBC for additional processing. Consequently, competitive providers' subscriber records are not corrected and processed as frequently or maintained as accurately as SBC's subscriber records.

7. SBC's DIU is supported by 9-1-1 service tariff revenues collected from 9-1-1 agencies. While SBC's DIU is responsible for supporting the 9-1-1 MSAG and 9-1-1 database, the DIU also is charged with the responsibility of correcting SBC's subscriber records that are in error, as well as maintaining SBC's internal Street Address Guide ("SAG").<sup>2</sup> Thus, SBC has the ability to support and subsidize operational functions of local exchange provisioning through E9-1-1 rates. A competitive provider has no

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<sup>1</sup> See Missouri Southwestern Bell 9-1-1 Product Guide, at 26, which SBC makes available at <https://clec.sbc.com/restr/clehb/oadairect/SWBT911PGuide.pdf>.

comparable mechanism to recoup the costs associated with subscriber records that “error out” of the 9-1-1 database or maintenance of a SAG for accurate service order provisioning. These costs are generally absorbed in the service rates of competitive providers, thereby creating an additional disparity in costs for the competitive delivery of local exchange service.

8. SBC’s DIU may access directly the 9-1-1 source systems as well as the subscriber record source systems. Such direct access expedites the error correction process for SBC’s subscriber records. Competitive providers, however, are not permitted such direct access. For example, in Texas, where SCC is a competitive 9-1-1 database management services provider, SBC has steadfastly refused to provide SCC with direct access to SBC’s source systems. SBC has taken this position despite demanding complete and unfettered access to SCC’s database management platform for error correction.<sup>3</sup> SCC provided SBC with direct-only-view access; however, SBC has refused to provide SCC reciprocal access. Thus, while SBC allows itself to access source systems directly, SBC denies such access, and the benefits such access allows, to competitors.

9. SBC may, and does, compare its subscriber records with the Automatic Location Identification (“ALI”) records housed in SBC’s ALI nodes, either on routine maintenance schedules or when inconsistencies in the database warrant such comparisons. Thus, SBC may perform such comparisons at any time. Competitors are denied the ability to do so. Indeed, SBC simply “recommends” that the competitive

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<sup>2</sup> The SAG serves as the foundation for SBC’s service order processing.

provider perform such comparisons annually and instructs competitors to contact their SBC Account Manager.<sup>4</sup> Accordingly, while SBC may access such data at will to perform comparisons, SBC dictates how often competitors may do so. Because SBC acts as the 9-1-1 services provider as well as a local exchange carrier, SBC enjoys free and ready access to tools used to verify the accuracy of the 9-1-1 database. A competitor that does not serve as the 9-1-1 services provider does not have such access to these tools and therefore cannot access and verify its 9-1-1 data as easily as SBC.

10. SBC's M2A is flawed fundamentally for it does not contemplate a competitive market for 9-1-1 services. The M2A contains no provisions to accommodate a competitive provider of 9-1-1 database management or network services. Rather, the M2A assumes that SBC is the sole provider such services, and the M2A bundles those services into a single 9-1-1 offering. Moreover, the M2A does not make available certain services that support competitive 9-1-1 services, such as ALI Steering and Dynamic ALI Updates. ALI Steering and Dynamic ALI Updates services are crucial in order to provide PSAPs access to subscriber records that reside in competitor's database. For example, ALI Steering permits a PSAP-to-PSAP transfer of a call from a PSAP using one provider to a PSAP using another provider. In California, SBC "steers" between its ALI nodes

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<sup>3</sup> It should be noted the group that has access to the SCC system is SBC's DIU, acting on behalf of the incumbent SBC-owned local exchange carrier (SWBT) to correct SBC records that error in the 9-1-1 database.

<sup>4</sup> See Missouri Southwestern Bell 9-1-1 Product Guide, at 63; see also M2A, Attachment 9-1-1, paragraph 2.4, which SBC makes available at <https://clec.sbc.com/unrestr/interconnect/m2a/agreement.cfm>, referring to Operating Methods for Downloading Maintaining End User Records in SWBT's DBMS ("A COMPARE file can be created from the FR/DBMS and put in your home directory. This file contains all subscriber records for your company. This file can be used to compare the data in the FR/DBMS against your billing system. This file is pulled upon request, no more than once a quarter. The TN records are sorted in npa, nnn, tn order. The TN records are in ASCII format and are variable in length with each field delimited by the pipe symbol (|). Trailing blanks are removed from all character fields when each TN record is written to the file.").

and Verizon's ALI nodes to accommodate such emergency calls. Clearly, the M2A is predicated on the assumption that PSAPs in Missouri have no ability to choose their E-9-1-1 service providers. In a very real sense, therefore, the M2A perpetuates the monopolistic barriers to competition in the E9-1-1 services market.

11. SBC's disparate treatment of competitive providers is anti-competitive and is a barrier to competitive entry in the emergency call provisioning marketplace in Missouri.

SCC Communications Corp.  
CC Docket 01-88  
SBC-Missouri  
May 4, 2001

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CYNTHIA CLUGY

Subscribed and sworn to before me this 4<sup>th</sup> day of May, 2001.

\_\_\_\_\_  
Notary Public

My Commission Expires \_\_\_\_\_



SCC Communications Corp.  
CC Docket 01-88  
SBC-Missouri  
May 4, 2001

  
CYNTHIA CLUGY

Subscribed and sworn to before me this 4<sup>th</sup> day of May, 2001.

  
Notary Public

My Commission Expires 11-19-02